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UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA – WESTERN DIVISION

HOLLY M. RIDDEL, an individual,

Plaintiff,

vs.

HEARTS ON FIRE COMPANY, LLC, a
Massachusetts Limited Liability Company;
SAKS GLOBAL ENTERPRISES LLC, a
Delaware Limited Liability Company; THE
NEIMAN MARCUS GROUP LLC, a
Delaware Limited Liability Company; and
DOES 1-20, inclusive,

Defendants.

CASE NO. 25-cv-6276

**COMPLAINT FOR DAMAGES AND
INJUNCTIVE RELIEF FOR:**

- 1) TRADEMARK INFRINGEMENT
[15 U.S.C. § 1114];**
- 2) FEDERAL UNFAIR
COMPETITION [15 U.S.C. §
1125(a)]; and**
- 3) CALIFORNIA UNFAIR
COMPETITION [Cal. Bus. & Prof.
Code §§ 17200 *et seq.*]**

DEMAND FOR JURY TRIAL

**ACTION SEEKING NATIONWIDE
RELIEF**

1 Holly M. Riddel (“Riddel”) brings this action seeking injunctive relief and damages
2 to protect and enforce her rights in the federally registered, incontestable trademark
3 INSIDE OUT against knowing and willful infringement by Defendants Hearts on Fire
4 Company, LLC (“HOF”), Saks Global Enterprises LLC (“Saks Global”), The Neiman
5 Marcus Group LLC (“Neiman Marcus”), and DOES 1 through 20, inclusive (collectively,
6 “Defendants”). Riddel alleges as follows:

7 **PARTIES**

8 1. Riddel is, and was at all times mentioned in this Complaint, an individual
9 residing in the State of California.

10 2. On information and belief, HOF is, and was at all times mentioned in this
11 Complaint, a limited liability company duly organized and existing under the laws of the
12 State of Massachusetts, with an address of 99 Summer Street, 4th Floor, Boston, MA
13 02110.

14 3. On information and belief, Saks Global is, and was at all times mentioned in
15 this Complaint, a limited liability company duly organized and existing under the laws of
16 the State of Delaware, with an address of 225 Liberty Street, 25th Floor, New York, NY
17 10281.

18 4. On information and belief, Neiman Marcus is, and was at all times
19 mentioned in this Complaint, a limited liability company duly organized and existing
20 under the laws of the State of Delaware, with an address of 1618 Main Street, Dallas, TX
21 75201.

22 5. Riddel does not know the true names and capacities, whether individual,
23 corporate, associate, or otherwise, of the defendants named herein as DOES 1 through 10,
24 inclusive. Riddel therefore sues them by use of fictitious names. Riddel is informed and
25 believes that Doe Defendants 1 through 10 are affiliated in some manner with HOF, Saks
26 Global, and/or Neiman Marcus, and have direct, contributory, or vicarious responsibility
27 for the wrongful acts as alleged herein. Riddel will amend this Complaint appropriately
28 once the true names and capacities of Doe Defendants 1 through 10 are learned.

1 6. On information and belief, at all times herein mentioned, each of the
2 Defendants was the agent of each of the remaining Defendants, and in doing the things
3 alleged herein, was acting within the scope of such agency. On information and belief,
4 the conduct of each of the Defendants as alleged herein was ratified by each of the other
5 Defendants, and the benefits thereof were accepted by each of the other Defendants.

6 7. On information and belief, each of the Defendants induced the other
7 Defendants to infringe upon Riddel's rights, participated in, and enabled the other
8 Defendants to engage in the unlawful conduct herein alleged, or supervised that conduct,
9 with knowledge that the conduct of other Defendants would infringe upon Riddel's rights
10 in the INSIDE OUT mark, and constitute unfair competition and false and deceptive
11 actions. Therefore each of the Defendants is jointly and severally liable as a contributory
12 or vicarious infringer of Riddel's rights.

13 **JURISDICTION AND VENUE**

14 8. This action arises under the Lanham Act. The Complaint states claims for
15 infringement of a federally registered trademark under Section 32 of the Lanham Act (15
16 U.S.C. § 1114); federal unfair competition under Section 43(a) of the Lanham Act (15
17 U.S.C. § 1125(a)); and unfair competition under California Business & Professions Code
18 § 17200 *et seq.*

19 9. This Court has subject matter jurisdiction over this action pursuant to 15
20 U.S.C. § 1121 and 28 U.S.C. §§ 1331 and 1338, in that this case arises under the federal
21 trademark laws of the United States. This Court has pendent and supplemental
22 jurisdiction over the state law claim pursuant to 28 U.S.C. §§ 1338(b) and 1367(a).

23 10. This Court has personal jurisdiction over Defendants because they have each
24 committed one or more of the infringing acts complained of herein in California and in
25 this district. This Court has personal jurisdiction over HOF, Saks Global, and Neiman
26 Marcus because they have committed one or more of the infringing acts complained of
27 herein in California and in this district.

28 11. On information and belief, Saks Global is the corporate parent of Neiman

1 Marcus.

2 12. HOF and Neiman Marcus are each registered to do business in the State of
3 California and each has a registered agent in the State of California.

4 13. On information and belief, HOF products are sold through Neiman Marcus
5 stores. On information and belief, Neiman Marcus has stores in Beverly Hills, Newport
6 Beach, and Topanga, in this district. On information and belief, HOF products, including
7 those products accused herein, are sold through Neiman Marcus stores in California,
8 including one or more of the stores in this district.

9 14. On information, HOF products, including those products accused herein, are
10 offered for sale and sold through one or more of Neiman Marcus's websites, including
11 being offered for sale and sold into California and this district.

12 15. On information and belief, HOF ships products, including those products
13 accused herein, to customers in California and this district.

14 16. On information and belief, Defendants do regular business in California and
15 in this district.

16 17. This Court has personal jurisdiction because the causes of action brought
17 herein against Defendants arise out of Defendants' contacts with the State of California.
18 This Court has personal jurisdiction over Defendants because, among other things,
19 Defendants conduct business in the State of California and in this judicial district and
20 thus enjoy the privileges and protections of California law.

21 18. Venue in this Court is proper at least under the provisions of 28 U.S.C. §§
22 1391(b) and 1391(c) because a substantial part of the events giving rise to the claims
23 arose in this District.

24 **RIDDEL'S BUSINESS AND DEVELOPMENT OF THE "INSIDE OUT" MARK**

25 19. This is an action for trademark infringement and unfair competition.

26 20. Riddel began working in the fine metal and jewelry industry in or around
27 1998.

28 21. In or around 2005, Riddel set out on her own and began offering her own

1 jewelry under the trademark INSIDE OUT.

2 22. Riddel has sold jewelry under the INSIDE OUT trademark continuously
3 since in or around 2005, including sales in interstate commerce every year since 2005.

4 23. On her website, <https://loveismyintention.com/collection/inside-out/>, Riddel
5 describes INSIDE OUT jewelry as follows: “Each piece carries a specific intention and
6 affirmation that has been chosen based on the energy that stone holds. By wearing the
7 unbreakable bond of this jewelry, you stay focused and committed to your new intention.
8 With the repetition of a positive affirmation, new beliefs are formed and your life begins
9 to change. It’s what’s on the inside that counts.”

10 24. Riddel also uses the INSIDE OUT mark in conjunction with related
11 ventures, such as the INSIDE OUT MOVEMENT WELLNESS JOURNEY, founded in
12 2024.

13 25. Riddel has invested enormous time and resources in the INSIDE OUT
14 brand.

15 26. Riddel views the INSIDE OUT brand as one of her life callings.

16 27. Through approximately two decades of use and promotion, the INSIDE
17 OUT mark as used by Riddel in relation to jewelry has acquired significant market
18 strength and goodwill, and has acquired distinctiveness and secondary meaning in
19 addition to its inherent distinctiveness.

20 28. In recent years, Riddel, has focused on expanding the INSIDE OUT brand.

21 29. In 2024, Riddel turned her focus to a new line of high-end engagement
22 designs to be offered under the INSIDE OUT brand.

23 30. Since at least as early as July 2024, Riddel has been in contact with Signet
24 Jewelers regarding the INSIDE OUT brand and a potential INSIDE OUT line of
25 engagement jewelry.

26 31. On information and belief, Signet Jewelers is one of the largest retailers of
27 diamond jewelry in the world, and includes brands such as Kay Jewelers, Zales, and
28 Jared.

1 32. Signet Jewelers’ representatives expressed interest in partnering with Riddel
2 and offering INSIDE OUT jewelry, including in January 2025.

3 33. Riddel has successfully enforced her INSIDE OUT trademark rights on
4 multiple occasions, including both against jewelry sellers and social media posts.

5 **RIDDEL’S FEDERAL TRADEMARK REGISTRATION FOR “INSIDE OUT”**

6 34. In August 8, 2017, Riddel applied to register the INSIDE OUT mark with
7 the United States Patent and Trademark Office (“USPTO”) under U.S. TM App. No.
8 87/560422 (“the ’422 Application”).

9 35. The USPTO never refused registration of the INSIDE OUT mark as applied
10 for in the ’422 Application on descriptiveness grounds.

11 36. The USPTO never refused registration of the INSIDE OUT mark as applied
12 for in the ’422 Application on genericness grounds.

13 37. The ’422 Application was published for opposition on January 2, 2018. No
14 opposition was filed.

15 38. On March 20, 2018, the USPTO issued U.S. TM Reg. No. 5,427,382 for the
16 mark INSIDE OUT in International Class 014, covering “Jewelry” (“the ’382
17 Registration”). A true and complete copy of the ’382 Registration is attached hereto and
18 made a part of the Complaint as Exhibit 1.

19 39. On February 13, 2025, Riddel filed with the USPTO a Declaration of
20 Incontestability of a Mark under Section 15 of the Lanham Act (15 U.S.C. § 1065). A
21 true and complete copy of this Declaration is attached hereto and made a part of the
22 Complaint as Exhibit 2.

23 40. On April 8, 2025, the USPTO issued a Notice of Acknowledgment under
24 Section 15, which stated, in pertinent part: “The declaration of incontestability filed for
25 the above-identified registration meets the requirements of Section 15 of the Trademark
26 Act, 15 U.S.C. § 1065. **The Section 15 declaration is acknowledged.**” (emphasis in
27 original). A true and complete copy of the USPTO’s April 8, 2025 Notice of
28 Acknowledgment Under Section 15 is attached hereto and made a part of the Complaint

as Exhibit 3.

41. The '382 Registration, owned by Riddel, is live and enforceable.

42. The '382 Registration is incontestable under 15 U.S.C. § 1065.

43. The INSIDE OUT mark as applied to jewelry is inherently distinctive.

44. Irrespective of the '382 Registration and the inherent distinctiveness of the INSIDE OUT mark as applied to jewelry, through her promotion and use of the INSIDE OUT mark, Riddel has also acquired trademark rights in the term INSIDE OUT as used in conjunction with jewelry due to secondary meaning and acquired distinctiveness.

**HOF'S INFRINGEMENT OF RIDDEL'S RIGHTS IN THE "INSIDE OUT"
MARK**

45. On information and belief, HOF is a jewelry company.

46. On or around February 10, 2025, Riddel discovered that HOF was offering or planning to offer a line of jewelry under the phrase INSIDE/OUT (the "Accused Products").

47. On information and belief, HOF launched the INSIDE/OUT line in February 2025 or after.

48. For instance, the periodical PR Newswire wrote on February 12, 2025: "From today through February 25, 2025, this historic fashion landmark will host an exclusive preview of Hearts On Fire's newest collection, Inside Out, for a limited time ahead of its nationwide release in April 2025." A true and complete copy of the February 12, 2025 article published by PR Newswire at <https://www.prnewswire.com/apac/news-releases/hearts-on-fire-debuts-at-bergdorf-goodman-302373956.html> (visited July 4, 2025) is attached hereto and made part of this Complaint as Exhibit 4.

49. Upon learning of HOF's plans and infringing use of the phrase INSIDE/OUT, Riddel obtained counsel, who sent HOF a cease and desist letter on or around February 19, 2025.

50. Counsel for HOF responded on or around February 26, 2025, indicating that it would not comply with Riddel's demand to cease and desist.

1 51. Counsel for Riddel sent a follow-up cease and desist letter to counsel for
2 HOF on or around March 13, 2025.

3 52. Counsel for HOF responded to the follow-up letter on or around March 25,
4 2025, indicating again that it would not comply.

5 53. Counsel for Riddel sent a third cease and desist letter to counsel for HOF on
6 or around April 22, 2025.

7 54. Counsel for HOF responded via email on or around April 25, 2025,
8 indicating that HOF stood by its prior responses and would not comply.

9 55. As of the date this Complaint is filed, HOF offers jewelry for sale in
10 conjunction with the phrase INSIDE/OUT, including on its website. A true and complete
11 copy of HOF's website at [https://www.heartsonfire.com/en/signature-collections/inside-](https://www.heartsonfire.com/en/signature-collections/inside-out/?sz=24)
12 [out/?sz=24](https://www.heartsonfire.com/en/signature-collections/inside-out/?sz=24) (visited July 4, 2025), displaying its INSIDE/OUT collection is attached
13 hereto and made a part of the Complaint as Exhibit 5.

14 56. HOF uses the INSIDE/OUT phrase as a trademark.

15 57. HOF uses the INSIDE/OUT phrase in a trademark manner.

16 58. HOF emphasizes the phrase INSIDE/OUT compared to surrounding text,
17 such as by capitalization and/or increased font size.

18 59. HOF's website describes the INSIDE/OUT collection as follows: "The
19 INSIDE/OUT collection reimagines the artistry of bespoke tailoring and translates it into
20 the realm of fine jewelry. Each piece is a celebration of the transformative power of the
21 perfect fit."

22 60. Since the release of the INSIDE/OUT collection, HOF also launched, via
23 social media, a collection of short films entitled INSIDE STORIES.

24 61. For instance, a true and complete copy of a June 2025 Instagram post by
25 HOF is attached hereto and made a part of the Complaint as Exhibit 6.

26 62. The post shown in Exhibit 6 states, in part: "'Trust the fire within you.' Six
27 exceptional women, six journeys that embody the INSIDE/OUT collection's spirit of
28 passion and authenticity. Stay tuned as we unveil a collection of short films providing an

intimate glimpse into each woman’s world and their INSIDE STORIES.”

63. Riddel demanded third parties cease offering or promoting the Accused Products. For instance, on or around May 15, 2025, counsel for Riddel sent a letter to the JCK Show, a major jewelry trade show held annually in Las Vegas, demanding that they abstain from exhibiting or promoting Accused Products.

64. The JCK Show indicated that, although it was neutral and did not control the products to be displayed by HOF, it would forward Riddel’s complaints to HOF.

65. On or around June 11, 2025, counsel for HOF sent counsel for Riddel a letter. A true and complete copy of the June 11, 2025 letter from HOF’s counsel to Riddel’s counsel is attached hereto and made a part of the Complaint as Exhibit 7.

66. HOF stated in its June 11, 2025 letter, in part: “misleading our business partners in efforts to deter those partners from continuing their contractual relationships with Hearts on Fire is tortious.” HOF further wrote that it “[r]eserv[es] all rights to pursue other legal remedies.”

67. HOF’s June 11, 2025 letter is a bullying attempting to deter Riddel from lawfully enforcing her trademark rights.

**SAKS GLOBAL’S AND NEIMAN MARCUS’S INFRINGEMENT OF RIDDEL’S
RIGHTS IN THE “INSIDE OUT” MARK**

68. On information and belief, Bergdorf Goodman Inc. (“Bergdorf”) is a subsidiary of Saks Global.

69. On or around February 10, 2025, Riddel discovered that Bergdorf was selling or planning to sell Accused Products.

70. On or around February 19, 2025, counsel for Riddel sent a cease and desist letter to Bergdorf insisting, *inter alia*, that it abstain from offering Accused Products.

71. On or around February 20, 2025, counsel on behalf of Bergdorf responded via email. A true and complete copy of Bergdorf’s February 20, 2025 email is attached hereto and made a part of the Complaint as Exhibit 8.

72. In their February 20, 2025 email, counsel on behalf of Bergdorf stated, in

1 part: “Please be advised that we reviewed this matter and have taken steps to remove this
2 product from our website and from the selling floor of our stores, and do not plan to order
3 the product again in the future.”

4 73. On information and belief, Saks Global was aware of Bergdorf’s response.

5 74. Neiman Marcus is another subsidiary of Saks Global.

6 75. Neiman Marcus sells HOF products.

7 76. HOF’s website lists a Neiman Marcus store in Newport Beach, CA as a
8 retail location for HOF products. A true and complete copy of the HOF’s website at
9 <https://www.heartsonfire.com/en/stores#/> (last visited July 2, 2025) is attached hereto and
10 made a part of the Complaint as Exhibit 9.

11 77. Neiman Marcus sells Accused Products.

12 78. The February 20, 2025 email was sent by Linda Upton-Hamilton.

13 79. On information and belief, Linda Upton-Hamilton’s email address is
14 Linda_Upton@neimanmarcus.com.

15 80. On information and belief, Linda Upton-Hamilton is a senior paralegal for
16 defendant Neiman Marcus.

17 81. The February 20, 2025 email cc’ed, *inter alia*, Eliza Wahler.

18 82. On information and belief, Eliza Wahler’s email address is
19 eliza.grodzki@saks.com.

20 83. On information and belief, Eliza Wahler is a senior paralegal for defendant
21 Saks Global.

22 84. On information and belief, Neiman Marcus began selling Accused Products
23 after February 20, 2025.

24 85. On information and belief, Neiman Marcus’s offering of Accused Products
25 was and is done with defendant Saks Global’s knowledge.

26 86. On information and belief, Neiman Marcus’s offering of Accused Products
27 was and is done in coordination with Saks Global.

28 ///

**COMPARISON OF RIDDEL’S USE OF INSIDE OUT
AND DEFENDANTS’ USE OF INSIDE/OUT**

87. INSIDE OUT and INSIDE/OUT are identical, except for INSIDE OUT including a space between “INSIDE” and “OUT” and INSIDE/OUT including a slash between “INSIDE” and “OUT.”

88. On information and belief, HOF intends INSIDE/OUT to be pronounced “INSIDE OUT”.

89. On information and belief, Defendants intend INSIDE/OUT to be pronounced “INSIDE OUT”.

90. On information and belief, substantially all consumers of the Accused Products pronounce INSIDE/OUT as “INSIDE OUT”.

91. HOF and retailers of Accused Products sometimes uses the words “INSIDE” and “OUT” without a slash therebetween. *See, e.g.*, Exhibit 6 (referring to “#HeartsOnFireInsideOut”).

92. INSIDE OUT as used by Riddel and INSIDE/OUT as used by Defendants are phonetically equivalent.

93. Riddel uses INSIDE OUT in association with jewelry. The ’382 Registration is for jewelry.

94. Defendants offer jewelry under the INSIDE/OUT mark.

95. The mark INSIDE OUT is inherently distinctive for jewelry.

96. The mark INSIDE OUT is inherently distinctive for rings.

97. The mark INSIDE OUT is inherently distinctive for bracelets.

98. The mark INSIDE OUT is inherently distinctive for necklaces.

99. The mark INSIDE OUT is inherently distinctive for earrings.

100. Riddel’s INSIDE OUT mark is incontestable, as “incontestable” is defined in 15 U.S.C. § 1065.

101. Signet Jewelers is a competitor of Defendants.

102. Signet Jewelers is a competitor of HOF.

103. Signet Jewelers is a competitor of Saks Global.

104. Signet Jewelers is a competitor of Neiman Marcus.

105. Riddel is a competitor of Defendants.

106. Riddel is a competitor of HOF.

107. Riddel is a competitor of Saks Global.

108. Riddel is a competitor of Neiman Marcus.

109. On information and belief, each of HOF, Saks Global, and Neiman Marcus has trademark counsel with which it confers regarding trademark issues.

110. HOF is the owner of dozens of United States trademark registrations.

111. Saks Global, Neiman Marcus, and/or companies related thereto collectively own dozens of United States trademark registrations. Multiple of those trademark registrations are used by Neiman Marcus.

112. On information and belief, Defendants knew of Riddel prior to adopting the phrase INSIDE/OUT.

113. On information and belief, Defendants knew of the '382 Registration prior to adopting the phrase INSIDE/OUT.

114. On information and belief, Defendants knew of Riddel's use of the phrase INSIDE OUT prior to adopting the phrase INSIDE/OUT.

115. On information and belief, Defendants knew of Riddel's trademark rights in the phrase INSIDE OUT prior to adopting the phrase INSIDE/OUT.

HARM TO RIDDEL AND UNJUST ENRICHMENT OF DEFENDANTS

116. As the owner of the INSIDE OUT mark and the '382 Registration, Riddel is authorized and has standing to bring legal action to enforce all rights arising under the INSIDE OUT mark and the '382 Registration.

117. On information and belief, Defendants have encouraged, assisted, and participated in one or more of the infringing acts stated herein, while knowing that such acts would be likely to cause confusion, mistake, and/or deception amongst relevant consumers.

1 118. On information and belief, Defendants have been, and presently are,
2 willfully infringing the INSIDE OUT mark and the '382 Registration by making,
3 importing, distributing, and/or selling products labeled with the INSIDE/OUT mark.

4 119. Defendants' conduct is likely to cause confusion, mistake, and/or deception
5 among the general purchasing public.

6 120. Many consumers are likely to believe that Defendants' INSIDE/OUT
7 products are authorized and/or endorsed by Riddell, or that Riddell's products are
8 somehow associated with, affiliated with, and/or sponsored by Defendants.

9 121. Additionally, on information and belief, Defendants are large companies and
10 have vastly greater resources than Riddell.

11 122. Many consumers are likely to believe that Riddell's INSIDE OUT products
12 are somehow associated with, affiliated with, and/or sponsored by Defendants, when they
13 are in fact not. Because of this, Riddell is losing and will continue to lose goodwill in the
14 INSIDE OUT mark, and is losing and will continue to lose the ability to control how her
15 INSIDE OUT mark is used.

16 123. Defendants' use of the phrase INSIDE/OUT is likely to blur the
17 distinctiveness of Riddell's INSIDE OUT mark.

18 124. Defendants' use of the INSIDE/OUT phrase is likely to harm the ability of
19 Riddell's INSIDE OUT mark to serve as an identifier for Riddell's products.

20 125. If Defendants' conduct is not enjoined, such conduct will continue to injure
21 the value of the INSIDE OUT mark and the '382 Registration and interfere with the
22 ability of the INSIDE OUT mark to indicate goods emanating from a single source.

23 126. Defendants have profited and are profiting from such trademark
24 infringement and unfair competition.

25 127. Defendants' acts as alleged above have caused and will continue to cause
26 irreparable harm and injury to Riddell's reputation, identity, and ability to distinguish
27 herself and her goods, all of it being harm and injury for which Riddell has no adequate
28 remedy at law.

FIRST CAUSE OF ACTION

(Trademark Infringement; against all Defendants; 15 U.S.C. § 1114)

128. Riddel realleges and incorporates by reference the full text of all of the foregoing numbered paragraphs, photographs, figures, and tables as though each such paragraph, photograph, figure, and table has been fully set forth herein.

129. Riddel is the owner of the INSIDE OUT mark, in connection with, *inter alia*, jewelry.

130. INSIDE OUT in conjunction with jewelry is a trademark registered under Section 1(a) of the trademark laws of the United States, 15 U.S.C. § 1051(a), as U.S. Trademark Registration No. 5,427,382.

131. Riddel is the owner of U.S. Trademark Registration No. 5,427,382.

132. Riddel's INSIDE OUT mark is a valuable, protectable mark.

133. On information and belief, Defendants have directly or indirectly engaged in the marketing, distribution, offering for sale, and/or sale of jewelry under the phrase INSIDE/OUT. Their actions as alleged in this paragraph have been undertaken through the use of interstate commerce.

134. Riddel has not authorized Defendants to make these uses, as alleged above, of the phrase INSIDE/OUT.

135. On information and belief, Defendants' use of the INSIDE/OUT phrase as alleged above is likely to cause confusion, mistake, and/or deception among consumers as to the source, quality, and nature of Defendants' goods.

136. On information and belief, Defendants' use of the INSIDE/OUT phrase as alleged above is likely to cause confusion, mistake, and/or deception among consumers as to the source, quality, and nature of plaintiff Riddel's goods.

137. Defendants' use of the INSIDE/OUT phrase constitutes federal trademark infringement under Section 32 of the Lanham Act, 15 U.S.C. § 1114.

138. On information and belief, Defendants' acts of infringement as alleged above have been willful, taken despite actual knowledge of Riddel's rights in the INSIDE

1 OUT mark, with the intent to cause, or with willful blindness as to whether they would
2 cause, confusion, mistake, and/or deception among relevant consumers concerning
3 Defendants' goods and services and injury to Riddel's reputation, goodwill, and sales.

4 139. Under 15 U.S.C. § 1117, Riddel is entitled to recover the greater of her
5 actual damages or Defendants' profits from their infringing acts, enhanced and multiplied
6 up to three times, as well as Riddel's reasonable attorneys' fees.

7 140. Under 15 U.S.C. § 1118, Riddel is also entitled to an order requiring
8 destruction of all infringing goods and promotional materials in Defendants' possession
9 or control.

10 141. On information and belief, Defendants' conduct as alleged above has
11 damaged and will continue to damage Riddel.

12 142. On information and belief, as a result of their conduct as alleged above,
13 Defendants have been unjustly enriched and have wrongfully profited.

14 143. On information and belief, Defendants' conduct, unless preliminarily and
15 then permanently enjoined, will cause irreparable harm to Riddel and to her goodwill and
16 reputation, and to the goodwill and reputation of Riddel's INSIDE OUT mark.

17 144. On information and belief, unless restrained and enjoined by this Court,
18 Defendants will continue to engage in their infringing conduct, customers are likely to
19 continue to be deceived and/or mistaken as to the true source, quality, sponsorship, and
20 affiliation of Defendants' goods and Riddel's goods, Riddel's reputation and goodwill
21 will be harmed in ways difficult to monetarily quantify, adequately repair, and
22 compensate, and a multiplicity of suits will be required.

23 **SECOND CAUSE OF ACTION**

24 **(Federal Unfair Competition; against all Defendants; 15 U.S.C. § 1125(a))**

25 145. Riddel realleges and incorporates by reference the full text of all of the
26 foregoing numbered paragraphs, photographs, figures, and tables as though each such
27 paragraph, photograph, figure, and table has been fully set forth herein.

28 146. On information and belief, on or in connection with jewelry, Defendants

1 have used words, terms, names, symbols, devices, or a combination of them, that falsely
2 designate the origin of those goods, or conveyed false or misleading descriptions or
3 representations of fact.

4 147. On information and belief, Defendants' conduct as alleged above is likely to
5 cause confusion, and/or to cause mistake, or to deceive as to the affiliation, connection,
6 and/or association of Defendants with Riddel, or as to the origin, sponsorship, or approval
7 of Defendants' goods. On information and belief, Defendants' conduct as alleged above,
8 through commercial advertising and promotion, has misrepresented the nature,
9 characteristics, qualities, or geographic origin of Defendants' goods.

10 148. On information and belief, Defendants' conduct as alleged above is likely to
11 cause confusion, and/or to cause mistake, or to deceive as to the affiliation, connection,
12 and/or association of Riddel with Defendants, or as to the origin, sponsorship, or approval
13 of Riddel's goods.

14 149. On information and belief, Defendants' acts as alleged above constitute
15 unfair competition through false descriptions, false designations, false representations of
16 origin, and false advertising in interstate commerce, in violation of Section 43(a) of the
17 Lanham Act, 15 U.S.C. § 1125(a).

18 150. On information and belief, Defendants' acts of unfair competition have been
19 willful, taken despite actual knowledge of Riddel's rights in the INSIDE OUT mark, with
20 the intent to cause, or with willful blindness as to whether they would cause, confusion,
21 mistake, and/or deception among relevant consumers concerning Defendants' goods, and
22 injury to Riddel's reputation, goodwill, and sales.

23 151. Under 15 U.S.C. § 1117, Riddel is entitled to recover the greater of her
24 actual damages or Defendants' profits from their acts constituting false designation of
25 origin and unfair competition, enhanced and multiplied up to three times, as well as
26 Riddel's reasonable attorneys' fees.

27 152. Under 15 U.S.C. § 1118, Riddel also is entitled to an order requiring
28 destruction of all goods, containers, and promotional materials in Defendants' possession

1 or control bearing or connected to any false, misleading, deceptive or confusing words,
2 terms, names, symbols, devices, or combination of them.

3 153. On information and belief, Defendants' conduct as alleged above has
4 damaged and will continue to damage Riddel.

5 154. On information and belief, as a result of their conduct as alleged above,
6 Defendants have been unjustly enriched and have wrongfully profited.

7 155. On information and belief, Defendants' conduct, unless preliminarily and
8 then permanently enjoined, will cause irreparable harm to Riddel and to her goodwill and
9 reputation, and to the goodwill and reputation of Riddel's INSIDE OUT mark.

10 156. On information and belief, unless restrained and enjoined by this Court,
11 Defendants will continue to engage in their infringing conduct, customers are likely to
12 continue to be deceived and/or mistaken as to the true source, quality, sponsorship, and
13 affiliation of Defendants' goods, Riddel's reputation and goodwill will be harmed in
14 ways difficult to monetarily quantify, adequately repair, and compensate, and a
15 multiplicity of suits will be required.

16 **THIRD CAUSE OF ACTION**

17 **(California Unfair Competition; against all Defendants;**

18 **Cal. Bus. & Prof. Code, §§ 17200 *et seq.*)**

19 157. Riddel realleges and incorporates by reference the full text of all of the
20 foregoing numbered paragraphs, photographs, figures, and tables as though each such
21 paragraph, photograph, figure, and table has been fully set forth herein.

22 158. Riddel's INSIDE OUT mark is an inherently distinctive, strong mark.

23 159. On information and belief, in addition to being inherently distinctive,
24 Riddel's use of the INSIDE OUT mark over time caused it, prior to Defendants'
25 infringing acts, to acquire secondary meaning that served to distinguish the mark in the
26 minds of relevant consumers, as an indicator of the origin or source of products bearing
27 or associated with the mark.

28 160. On information and belief, Defendants have used marks equivalent and

1 substantially identical to Riddel's INSIDE OUT mark on and in connection with jewelry.

2 161. On information and belief, Riddel and Defendants are competitors.

3 162. On information and belief, Defendants and Signet Jewelers are competitors.

4 163. Riddel has been in discussions with Signet Jewelers to partner with regard to
5 Riddel's INSIDE OUT mark.

6 164. On information and belief, members of the relevant public are likely to
7 identify Defendants' jewelry goods as those from Riddel, or to believe or be confused as
8 to whether Riddel has some connection with Defendants' goods.

9 165. On information and belief, some members of the relevant public are likely to
10 identify Riddel's jewelry goods as those from Defendants, or to believe or be confused as
11 to whether Defendants have some connection with Riddel's goods.

12 166. On information and belief, Defendants' conduct as alleged above is unfair
13 and unlawful under California law.

14 167. On information and belief, as a result of Defendants' unfair practices, Riddel
15 has lost profits and suffered additional harm to her reputation and goodwill, all in
16 amounts to be proven at trial.

17 168. On information and belief, as a result of Defendants' unfair practices,
18 Defendants have unfairly acquired or retained revenues, in an amount to be proven at
19 trial. Riddel is entitled to an order that Defendants disgorge all such unfairly acquired
20 money.

21 169. On information and belief, Defendants' conduct, unless permanently
22 enjoined, will cause irreparable harm to Riddel and to her goodwill and reputation.

23 170. Defendants' conduct has caused, and will continue to cause, irreparable
24 harm to Riddel, harm for which Riddel has no adequate remedy at law. For those reasons,
25 Riddel is entitled to preliminary and permanent injunctive relief to prevent further acts of
26 unfair competition.

27 171. On information and belief, Defendants' acts of unfair competition were
28 undertaken with the intention of depriving Riddel of her legal rights, with malice,

1 oppression, or fraud, in conscious disregard for those rights or willful blindness to the
2 effect on those rights. Accordingly, Riddel is entitled to an award of exemplary damages
3 according to proof.

4 172. Also upon proof, Riddel is entitled to recover her costs, including attorneys'
5 fees, under California Code of Civil Procedure § 1021.5.

6 **PRAYER FOR RELIEF**

7 WHEREFORE, Plaintiff Riddel prays for relief as follows:

8 1. That the Court enter judgment that Defendants have infringed Riddel's
9 trademark INSIDE OUT mark in violation of 15 U.S.C. § 1114; have used false
10 designations of origin, false descriptions, false representations, and false advertising in
11 violation of 15 U.S.C. § 1125(a); and have committed acts constituting trademark
12 infringement and unfair competition, in violation of federal and California law;

13 2. That the Court preliminarily and then permanently enjoin Defendants, and
14 all of their officers, directors, agents, servants, employees and attorneys, and all other
15 persons acting directly or indirectly in concert with Defendants, from using in commerce,
16 in connection with the advertising, marketing, distribution, sale, or offering for sale of
17 any jewelry, or related goods and services, the trademark INSIDE OUT or any other
18 confusingly similar mark and/or designation, or from otherwise infringing upon and/or
19 diluting Riddel's registered trademark; from using in commerce a domain name, web site
20 or metatags incorporating the INSIDE OUT mark; from unfairly competing with
21 Plaintiff; from engaging in acts of false advertising; and from engaging in any other acts
22 that tend to damage the value of Riddel's INSIDE OUT mark, trade name, business
23 reputation, and goodwill;

24 3. That the Court order Defendants to surrender for destruction all products,
25 containers, labels, advertisements, promotional materials, and other materials constituting
26 an infringement of Riddel's trademark or the means by which such infringement is
27 facilitated;

28 4. That the Court award Riddel her damages according to proof;

1 5. That the Court disgorge profits from Defendants' sales of infringing
2 products;

3 6. That the Court increase and enhance by three times any award of damages
4 and/or profits based on Defendants' willfulness;

5 7. That the Court award punitive or exemplary damages for Defendants' acts of
6 unfair competition pursuant to California law;

7 8. That the Court award Riddel her costs, including attorneys' fees, under
8 California Code Civil Procedure § 1021.5

9 9. That the Court deem this to be an exceptional case as defined by 15 U.S.C. §
10 1117(a);

11 10. That the Court award Riddel her reasonable attorneys' fees and costs of suit;

12 11. That the Court award pre-judgment interest on all amounts claimed as
13 permitted by law; and

14 12. That the Court award Riddel such further relief as the Court deems just and
15 proper.

16
17 DATED: July 10, 2025

Respectfully submitted,

FERGUSON CASE ORR PATERSON LLP

18
19
20 By: /s/ Corey A. Donaldson
21 COREY A. DONALDSON
22 JESSICA M. WAN
23 MORGAN T. LYNCH

24 Attorneys for Plaintiff Holly M. Riddel
25
26
27
28

DEMAND FOR JURY TRIAL

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure and Local Rule 38-1, Plaintiff Holly M. Riddel hereby demands a trial by jury of any and all issues triable of right by a jury pursuant to the Seventh Amendment to the United States Constitution or as given by a statute of the United States.

DATED: July 10, 2025

Respectfully submitted,

FERGUSON CASE ORR PATERSON LLP

By: /s/ Corey A. Donaldson

COREY A. DONALDSON

JESSICA M. WAN

MORGAN T. LYNCH

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